

Panaji, 5th November, 2021 (Kartika 14, 1943)

SERIES II No. 32

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

### GOVERNMENT OF GOA

Department of Education, Art &amp; Culture

Directorate of Education

#### Order

No. 1(1)-5-2009/SE/Part/568

Government is pleased to re-employ Smt. Bertha Sardinha, Headmaster, Government High School, Netorlim, Sanguem-Goa [due to retire on superannuation w.e.f. 30-11-2021 (a.n.)] beyond superannuation w.e.f. 01-12-2021 to 30-04-2022 in the same post under the Directorate of Education, in terms of amended Notification No. DE/Amendment/2012/1381 dated 8th July, 2020 notified in Official Gazette, Government of Goa, Series I No. 15 dated 9th July, 2020, proviso to sub-rule-1 of Rule 88 of Goa School Education Rules, 1986.

On re-employment, she stands posted in Government High School, Netorlim, Sanguem-Goa where she is presently working.

She has been declared physically and mentally fit for the post of Headmaster, Government High School, Netorlim, Sanguem-Goa by the Medical Board, Hospicio Hospital, Margao-Goa vide Medical Fitness Certificate bearing No. HH/EST/MFC/2021-22/3697 dated 17-09-2021.

Her pay and allowances shall be fixed in terms of Central Civil Services (Fixation of Pay of Re-employed Pensioners) Orders, 1986.

By order and in the name of the Governor of Goa.

*Bhushan K. Savaikar*, Director & ex officio Joint Secretary (Education).

Porvorim, 25th October, 2021.

Office of the Returning Officer, Goa Board of Secondary and Higher Secondary Education

#### Notification

No. GBSHSE/IT/BRD-ELE/2021/2900

In pursuance of sub-rule (1) of Rule 7 of the Goa, Daman and Diu Secondary and Higher Secondary Education Board Members Election Procedure Rules, 1979, I, Shri Ruildo Souza, the Returning Officer hereby notify 4th December, 2021 (Saturday) to be the date for election to elect the members referred to in Clauses (iii), (iv), (v), (vi) and (vii), under "Class B-Elected Members" of sub-section (1) of Section 12 of the Goa, Daman and Diu Secondary and Higher Secondary Education Board Act, 1975 (Act No. 13 of 1975).

Shri *Ruildo Souza*, Returning Officer.

Alto Betim, 28th October, 2021.

V. No. AP-612/2021.

Goa Board of Secondary and Higher Secondary Education

#### Notification

No. GBSHSE/IT/BRD-ELE/2021/2964

In pursuance of sub-rule (2) of Rule 7 of the Goa, Daman and Diu Secondary and Higher Secondary Education Board Members Election Procedure Rules, 1979, I, Shri Ruildo Souza, the Returning Officer hereby appoint the date, hours and place or places for the following stages of election of members referred to in Clauses (iii), (iv), (v), (vi) and (vii), under "Class B-Elected Members", of sub-section (1) of Section 12 of the Goa, Daman and

Diu Secondary and Higher Secondary Education Board Act, 1975 (Act 13 of 1975), as follows:-

**(a) Nomination of candidates:-**

On 22nd of November, 2021 (Monday) from 10.00 a.m. to 01.00 p.m. and 02.00 p.m. to 04.00 p.m.

Place:- Office of the Goa Board of Secondary and Higher Secondary Education, Alto Betim-Goa.

**(b) Scrutiny of Nominations:-**

On 23rd of November, 2021 (Tuesday) from 09.30 a.m. to 01.00 p.m.

Place:- Office of the Goa Board of Secondary and Higher Secondary Education, Alto Betim-Goa.

**(c) Withdrawal of candidature:-**

On 25th of November, 2021 (Thursday) from 11.00 a.m. to 03.00 p.m.

Place:- Office of the Goa Board of Secondary and Higher Secondary Education, Alto Betim-Goa.

**(d) Record of Votes:-**

The recording of votes for all categories shall be on Saturday 4th December, 2021 from 10.00 a.m. to 05.00 p.m.

The Talukawise places for recording of votes for all the aforesaid categories shall be as under:-

Taluka	Place of voting (polling station)
1	2
1) Pernem	Government Higher Secondary School, Pernem-Goa.
2) Satari	Government Higher Secondary School, Valpoi-Goa.
3) Bicholim	Shri Shantadurga High School, Bicholim-Goa.
4) Bardez	St. Britto High School, Mapusa Bardez-Goa.
5) Tiswadi	Mary Immaculate High School, Panaji-Goa.
6) Ponda	A.J. de Almeida High School, Ponda-Goa.
7) Sanguem	Union High School, Sanguem-Goa.
8) Mormugao	St. Joseph's Institute, Vasco-Goa.
9) Salcete	Loyola High School, Salcete, Margao-Goa.

1	2
10) Quepem	Holy Cross High School (Institute), Quepem-Goa.
11) Canacona	St. Theresa of Jesus High School, Chavdi, Canacona-Goa.
12) Dharbandoda	B.B.S.S. Vishweshwar Shankar Laad Higher Secondary School, Dharbandoda-Goa.

All the voters from all institutions of a taluka aforesaid shall cast their votes in the respective polling station, as indicated against the Taluka.

**(e) Counting of Votes:-**

On 5th of December, 2021 (Sunday) from 09.30 a.m. onwards.

Place:- Office of the Goa Board of Secondary and Higher Secondary Education, Alto Betim-Goa.

Shri *Ruildo Souza*, Returning Officer.

Alto Betim, 01st November, 2021.

V. No. AP-630/2021.



**Department of Finance**

Office of the Commissioner of Commercial Taxes

**Notification**

No. CCT/1-16/2021-22/1783

Read: 1) Notification No. 6/17/83-Fin(R&C)/847 dated 24-04-2018, published in the Official Gazette, Series I No. 5 dated 03-05-2018.

2) Notification No. 5/8/2019-Fin(R&C)/3876 dated 16th September, 2019, published in the Official Gazette, Series III No. 25 dated 19-09-2019.

3) Notification No. 5/8/2019-Fin(R&C)/1145 dated 9th March, 2021, published in the Official Gazette, Series I No. 51 dated 18-03-2021.

4) Notification No. CCT/PF/(SSG)/2019-20/3056 dated 24th February, 2020, published in the Official Gazette, Series II No. 48 dated 27-02-2020.

In exercise of the powers conferred on the undersigned under sub-rule (v) of Rule 9 of the Departmental Examination Rules, published under Notification No. 6/17/83-Fin(R&C)/847 dated

24-04-2018, I, the Commissioner of State Tax, hereby declare the result of the Departmental Examination, held w.e.f. 26th April, 2021 to 29th April, 2021 (2nd attempt), for retention to the post of State Tax Officer (earlier known as Commercial Tax Officer).

The following candidates have been declared successful in the above mentioned examination.

Sr. No.	Name of the candidate	Roll No.
1.	Shri Rohan A. Loliyekar	A-1
2.	Kum. Ashvita A. Goltekar	A-2
3.	Shri Melwin Faleiro	A-3
4.	Gargi A. Kamat	A-4
5.	Shri Rajendra S. Gaude	A-5

*Hemant Kumar*, IAS, Commissioner of State Tax.

Panaji, 19th October, 2021.

### Department of Forest

#### Order

No. 4-3-2014/FOR/426

On recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide letter No. Com/II/11/22(1)/16/362 dated 13-10-2021, the Governor of Goa is pleased to promote Shri Anand S. Jadhav, Assistant Conservator of Forest (ACF), to the post of Deputy Conservator of Forest (DCF) Group "A" Gazetted, in the pay scale of PB-3 Rs. 15,600-39,100+6,600 (Level-11 of the 7th Pay Commission) on regular basis in the Office of the Principal Chief Conservator of Forests, Forest Department, Panaji, with immediate effect.

The above officer shall be on probation for a period of two years.

The officer shall exercise the option for fixation of pay within one month from the date of this order in terms of F.R. 22(I)(a)(1).

The pay of officer on promotion shall be fixed as per C.C.S. (RP) Rules, 2016.

By order and in the name of the Governor of Goa.

*Sapna S. N. Bandodkar*, Under Secretary (Forests).

Porvorim, 25th October, 2021.

### Goa Human Rights Commission

Office of the Goa Human Rights Commission

#### Before the Human Rights Commission at Panaji-Goa

Proceeding No. 192/2017

Shri Kedar R. Talaulikar,  
R/o H. No. B-73,  
Opp. Syndicate Bank,  
Betim, Bardez-Goa ... Complainant.

V/s

1) The Executive Engineer,  
Public Works Department,  
Works Division XVII (PHE-N) PWD,  
Alto Porvorim, Bardez-Goa.

2) Shri Agnelo B. D'Souza,  
H. No. B-247/1,  
Casa De Souza,  
Opposite Syndicate Bank,  
Betim, Bardez-Goa ... Respondent.

#### Inquiry Report/Order

(1st February, 2021)

The Commission had received the Complaint on 31-07-2017, in respect of harassment for restoration of water supply to the mundkarial house No. B-73, Opp. Syndicate Bank, Betim, Bardez-Goa.

2. It is the case of the Complainant that the water connection was almost 39 years old and was taken in the name of his late grandfather, Mr. Pandurang Talaulikar on 26-07-1979.

3. It was stated that currently the said water pipeline is damaged by Mr. Agnelo D'Souza and his wife and his Grandmother had given a written complaint on 17-08-2016 about non working of the water meter and non supply of water to their residence.

4. The Complainant states that the PWD is asking them to obtain fresh NOC when the actual owner had already permitted NOC in the year 1979 for the said connection. As such, the Complainant approached this Commission.

5. The Commission vide its Order dated 07-08-2017 called for the report from the Executive Engineer of PWD, i.e. Respondent No. 1.

6. The respondent No.1 filed their report/reply on 23-07-2017 stating that the water connection was released in the name of Shri Pandurang Talaulikar in the year 1979 by laying pipeline



through the private property bearing Survey No. 62/5 of Village Reis Magos with the written consent of the land owner, Mr. Mingel D'Souza, whose name was appearing in Form I & XIV.

7. The Respondent No. 1 stated that, on receiving the complaint dated 17-08-2016 from Smt. Kusumbai Talaulikar, the site was inspected by the Technical Officer of Sub Division IV, WD XVII (PHE-N) PWD, which revealed that the pipeline passing through the private property pertaining to the water connection was damaged. The occupant of the property Mr. Agnelo D'Souza objected for carrying out repairs stating that he is the owner of said property and no work should be carried out without his NOC.

8. The Respondent No.1 also stated that the Assistant Engineer, by letter dated 01-09-2016 requested Mr. Agnelo D'Souza to co-operate with the department for the repairs of the existing water pipeline which was laid with the NOC of his father while releasing the water connection and that no new or additional pipeline is being laid in his property.

9. Further, the Respondent No.1 stated that there is no provision of law which allows the Government authority to trespass into the private property for any public work without the consent of the owner and as the original owner who had issued NOC has expired and the rights of the property are subsequently transferred, the Respondent No. 1 is not in a position to address the grievances of the Complainant unless and until order is issued by the competent authority.

10. The Respondent No.1 stated that the grievances of the Complainant cannot be addressed as the owner of the private property is adamant in not allowing the repairs of the pipeline pertaining to the Consumer.

Both the Complainant and the Respondent No.1 had attached documents to the complaint and reply, respectively.

11. On 27-11-2017, the Complainant filed Rejoinder stating that Mr. Mingel D'Souza was uncle and not father of Mr. Agnelo D'Souza. He also stated that, as per the Official Gazette dated 07-03-1963, the Water Works department has right to give water connection to the house, even when the pipeline has to cross a plot of another owner, provided that no other solution is technically acceptable.

12. There upon the Respondent No. 1 filed his further reply on 16-01-2018 stating that the Notification dated 07-03-1963 is repealed by the

provisions of the Water Supply Act 2003. It was stated that the Respondent No.1 has tried his level best to restore the water supply to the Complainant but due to the legal issue, it could not be restored.

13. The Complainant filed his further reply on 09-02-2018.

14. Subsequently, Mr. Agnel D'Souza moved an intervention application on 02-04-2018. By Order dated 10-10-2018, the Intervenor was joined as the Respondent No. 2 in the Proceedings.

15. The Respondent No. 2 filed his reply on 10-01-2019 stating that the Complainant is not residing in the suit house and they have separate residences in Salvador-do-Mundo and at Caranzalm. The Respondent No. 2 also stated that the Complainant has sought the same relief before the Mamlatdar of Bardez in Mundkar declaration application filed by the Complainant.

The Respondent No. 2 further stated that he has filed a Civil Suit against the Complainant. The Respondent No. 2 states that the PWD officials have no right to trespass into his property and prayed that the complaint be dismissed.

16. The Complainant filed his Rejoinder on 06-01-2019 to the above reply of the Respondent No. 2.

17. On 19-03-2020, the Respondent No. 2 filed his written arguments in the matter, followed by the written arguments of the Complainant on 12-06-2020.

18. Arguments of all the parties were also heard on 15-12-2020. The Complainant argued in person. Shri Deepak Borkar, Assistant Engineer argued in the matter for the Respondent No. 1 and Advocate Shri U. Khot argued for the Respondent No. 2.

19. On going through the complaint and the replies of the Respondents No. 1 & 2 and the documents produced by the parties, as well as the oral and written submissions of the parties, the Commission finds that there is no dispute that the water connection was released in the year 1979 in the name of Shri Pandurang Talaulikar for H. No. 446 at Betim, on the no objection being given by the land owner, Mr. Mingel D'Souza for laying the pipeline through his property bearing Survey No. 62/5 at Reis Magos. The copy of the said NOC indicates that it was given on 01-06-1979.

20. Alongwith the said NOC, the Complainant has also produced documents obtained under RTI Act, showing that the 80 mm pipeline was laid from the Verem-Betim road, to the house of Mr. Pandurang Talaulikar.

21. There is also the letter dated 01/09/2016 written by the Assistant Engineer to Mr. Agnelo D'Souza that the PWD is not installing any new or additional pipeline and that the same old pipeline which supplies water to the existing consumer is choked. In the said letter, the PWD has clearly stated that NOC for the water connection from the owner was taken by the Applicant and to co-operate for the repairs of the existing water pipeline.

22. The Ld. Advocate for the Respondent No. 2 submitted that the PWD has no right to trespass into the property of Respondent No. 2.

23. The Commission finds that the earlier owner Shri Mingel D'Souza has given no objection to lay the water pipeline in his property, to Shri Pandurang Talaulikar, i.e. late grandfather of the Complainant. Based on the NOC, in the year 1979, water connection was released to the house occupied by Shri Pandurang Talaulikar.

24. As per the reply dated 10-10-2018, filed by the Executive Engineer of Respondent No. 1, the department by notices to both the parties had carried out inspection of the pipeline on the ground level for checking damages/tempering by the owner and after inspection it was found that most of the G.I. pipelines are very old and completely corroded. Hence, it is required to replace full length of pipeline for a length of about 60 to 70 mtrs. from main tapping point to meter point. Here, the Respondent No.1 has stated that land owner's NOC is required for replacing pipeline at the expenses of the Complainant.

25. The question before the Commission is whether once the NOC was given in the year 1979 by the owner and the pipeline was laid, now only for replacing the damaged pipeline, whether fresh NOC of the present owner is required.

The Commission finds that there is no provision of law that the fresh NOC from the present owner would be required for replacing the damaged pipeline.

The present owners have inherited the property from the earlier owner and all the encumbrances imposed by the earlier owner of the property will continue to be valid.

The Commission agrees with the Complainant that the Respondent No. 1 themselves have stated in their letter dated 01-09-2016 that no additional or new pipeline will be installed but only repairs/ replacement of the existing pipeline are to be done, for which NOC was given by the owner at the time of release of the connection.

In view of the same, the Commission finds that the Respondent No.1 is duty bound to restore water supply to the house of late Shri Pandurang Talaulikar as the NOC was already given by the original owner in 1979. By not restoring the pipeline, the human rights of the Complainant have been violated by the Respondent No. 1.

26. The Complainant has relied on the Government Official Gazette published on 17-03-1963 under Series I, No. 10. As rightly pointed out by the Respondent No. 1, under the Goa Provision of Water Supply Act 2003, which was published in the Official Gazette on 29-12-2003, under Clause 10, it has been stated that so much of any law in force in the State of Goa relating to the supply of water to the consumers, shall stand repealed, as from coming into force of the Act. The Act came into force w.e.f. 22-07-2003.

In any case the original water supply was provided to the house of Shri Pandurang Talaulikar, not under the said Gazette of 1963 but admittedly on the NOC given by the owner of the property. As such, the repeal is of no consequence.

27. In this proceeding, the Respondent No. 2 has also filed an application on 23-07-2020 for issuing contempt notices against the Complainant for averments in his replies.

The Complainant had filed his reply thereafter.

28. The Commission finds no merits in the said application and the same stands disposed of.

29. Under Section 18 of the Protection of Human Rights 1973, are the steps that the Commission can take under the Act, when the inquiry discloses the Commission of violation of human rights or negligence in the prevention of violation of human rights or abatement thereof by a public servant and the powers of the Commission to recommend to the concerned Government authority, the action as deemed fit, in terms of Section 18(a)(III).

30. Under Clause 17 of the Goa Human Rights Commission (Procedure) Regulation 2011, a copy of the inquiry report along with the copy of recommendation shall be sent to the authority calling upon them to furnish their comments on the report including action taken or proposed to be taken within one month from the date of receipt of the Order or recommendation made by the Commission.

31. The Commission recommends that the Respondent No. 1 restore the water connection to the house of the Complainant, by replacing the damaged water pipeline, in the same direction as

it exists at present, through the property bearing Survey No. 62/5 of Village Reis Magos and leading to the house No.B-73 at Betim, within 30 days from the date of receipt of this Order.

Date : 01-02-2021.

Place : Panaji-Goa.

<i>Sd/-</i> (Justice U. V. Bakre), Chairperson, Goa Human Rights Commission.	<i>Sd/-</i> (Desmond D'Costa), Member, Goa Human Rights Commission.	<i>Sd/-</i> (Pramod V. Kamat), Member, Goa Human Rights Commission.
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**Before the Human Rights Commission at Panaji-Goa**

Proceeding No. 192/2017

Shri Kedar R. Talaulikar,  
R/o H. No. B-73,  
Opp. Syndicate Bank,  
Betim, Bardez-Goa ... Complainant.

V/s

- 1) The Executive Engineer,  
Works Division XVII (PHE-N) PWD,  
Alto Porvorim, Goa.
- 2) Shri Agnelo B. D'Souza,  
H. No. B-247/1,  
Casa De Souza,  
Opposite Syndicate Bank,  
Betim, Bardez-Goa ... Respondent.

With reference to the above matter the respondent submit that:-

- 1) The matter pertains to restoration of water connection to the complainant to the mudkarial house No. B-73 (old No. 446), Betim, Bardez-Goa.
- 2) The pipeline was passing through private property belonging to Shri Agnelo D'Souza. The land owner objected to laying of pipeline.
- 3) Vide order dated 01-01-2021 the Human Right Commission instructed to restore the water connection within one month.
- 4) This order was challenged vide Writ Petition No. 71/2021 by the land owner.
- 5) Vide order dated 22-06-2021 the Hon'ble High of Bombay at Goa dismissed the Writ Petition & directed to restore the water connection to Shri Kedar R. Talaulikar.

- 6) On compliance to the above order the water connection to Shri Kedar R. Talaulikar is restored & the same is confirmed by him. Copy of the letter is placed in the file.

In view of above it is requested to kindly close the case.

Respondent

*Sd/-*  
Executive Engineer,  
WD XVII (PHE-N), PWD.

Department of Labour

**Notification**

No. 28/2/2021-LAB/340

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 22-06-2021 in Ref. No. IT/13/18 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Amalia O. F. Pinto*, Under Secretary (Labour).  
Porvorim, 19th July, 2021.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

**(Before Ms. Bela N. Naik, Hon'ble Presiding Officer)**

Ref. No. IT/13/18

Workmen,  
Rep. by The President,  
Bhartiya Kamgar Sena,  
C/o Shankar Murari Pandit,  
H. No. 86/1 (85, Mahalaxmi  
Residency,  
Behind Kala Bhavan,  
Sancoale-Goa-403 ... Workmen/Party I

V/s

M/s Sanofi India Limited,  
L-121, Phase III, Verna Industrial  
Estate,  
Verna, Goa-403 722 ... Employer/Party II  
Workmen/Party I represented by Ld. Adv. Shri P. J. Kamat.  
Employer/Party II represented by Ld. Adv. Shri M. S. Bandodkar.



## AWARD

**(Delivered on this the 22nd day of the month of June of the year 2021)**

By Order dated 24-09-2018, bearing No. 28/16/2018-LAB/642, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

*“(1) Whether the Local Committee of the Bhartiya Kamgar Sena Union has a locus standi to raise dispute of collective nature on behalf of Bhartiya Kamgar Sena Union?”*

*“(2) If the answer to issue No. (1) above is in the affirmative, then:-*

*(a) Whether there is withdrawal of special allowance to the workmen shown in Annexure ‘A’ with effect from 01-04-2014?*

*(b) Whether there is stoppage of increment to the workmen shown in Annexure ‘B’ with effect from 01-08-2014?*

*“(3) If answer to issue No. (2) above is in affirmative, then, what relief the workmen are entitled to?”*

2. Upon receipt of the reference, it was registered as IT/13/18 and registered A/D notices were issued to both the parties.

3. In the course of the proceedings, the Parties filed an application at Exh. 7 colly alongwith a copy of Memorandum of Settlement dated 08-06-2021 under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 stating that they have arrived at a settlement on the subject matter of the above reference with a prayer to pass a consent award in terms of the said settlement.

7. The terms of settlement agreed by and between the parties are as follows:

#### **1.0 Objectives, intent and purpose of this settlement**

**1.1** The purpose of this settlement is to provide orderly, effective and harmonious industrial relations through collective bargaining, to maintain cordial and meaningful relations between the Company and the workmen, to maintain fair wage and service conditions, to ensure prompt and fair redressal of grievances, to foster positive discipline and total observance of all rules and regulations everywhere in the organization, to sustain and improve efficiency, smooth and uninterrupted

operations in the factory and to increase individual and overall productivity all round and ensuring also the welfare of the workmen.

**1.2** Recognising the rights and responsibilities of the Company and appreciating that the Company must improve and sustain its competitive status and earning capacity through concerted efforts aimed at improving efficiency and productivity, the workmen agree to render complete, wholehearted and unstinted co-operation in improving productivity, to improve continuously the quality of the Company's products and to ensure on-time delivery.

**1.3** To re-dedicate and re-affirm our mutual faith to work together for the continuous stability, growth and profitability so that our organization becomes WORLD CLASS, serve customers to international standards, develop technologies related to both process and products, hold our own against competition and to become global in our thinking and approach.

**1.4** The parties will co-operate in securing improvements in overall productivity and avoiding all forms of waste including waste of time and materials and all wasteful practices. For achieving the above objectives and to sustain and improve the competitive status of the Company, effectively respond to and satisfy customer needs and to improve its production and earning capacity, and pledge to foster and encourage the highest degree of co-operation between the Company and their workmen at all levels.

**1.5** It is the intent and purpose of the parties hereto that under the existing highly competitive conditions in the industry, all efforts will be directed at maximising production/productivity, quality, containing the manufacturing costs at appropriate levels and eliminating all wasteful practices. In order to achieve this, there shall be appreciation of obligations on either side.

**1.6** It is clearly understood and agreed by the Parties hereto that the objectives of the Settlement are not only to ensure harmonious industrial relations resulting in improved productivity and higher earnings to workmen, but also to review, streamline and rationalise various procedures, practices, systems, etc. and to ensure optimum utilisation of all resources, maintain optimum inventory levels, elimination of all wasteful practices and due enforcement of discipline for the sustained stability and growth for achieving the targeted turnover of the company.

**2.0 MANAGEMENT ROLE:**

In discharging their responsibilities, the Management shall be the providers of direction and long term perspective for the organization. All such necessary performance such as adequate long term and short term planning, required capital expenditure and investments in plant, equipment etc development and sufficient provision of vital infrastructure facilities such as space and power, development and management of sources of raw material/supplies of input to the Production Unit, adequate manpower planning and stationing and governance of the Employee population shall be considered as Management responsibilities.

**3.0 EMPLOYEE ROLE:**

While discharging their responsibilities through their sufficient and effective performance, the Workmen shall co-operate in all initiatives, Lean, Supply Chain Management, Modernisation, change in technology and manufacturing processes, contemporary management techniques and practices and optimising the use of men, material and machinery. Implementation of safety measures and using safety appliances, personal protection equipment's (PPE) etc. workmen agree jointly and severally to extend their full co-operation to the company in improving effective working time, enforcing discipline, improving the efficiency, maintaining punctuality and regularity in attendance, improving quality and safety at workplace consistently and eliminating wastage and unproductive practices which will hamper production/productivity.

**4.0 COLLABORATIVE EFFORTS:**

Harmonious Industrial Relations, healthy practices and commitment on either side to resort only to constitutional means to resolve differences, if any, are accepted as prerequisites for successfully steering the Company to establish growth and attain an enviable position in the industry. Both parties firmly believe that joint efforts on the lines referred to above, will enable them to attain their cherished goals.

Each permanent workman on the rolls of the company and who are part of this settlement shall be given an ad hoc rise in their existing basic pay w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 17	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 3045/- pm	Rs. 652.50/- pm+ yearly increment	Rs. 652.50/- pm+ yearly increment.
II	Rs. 2695/- pm	Rs. 577.50/- pm+ yearly increment	Rs. 577.50/- pm+ yearly increment.

**5.0 APPLICABILITY:**

The provisions of this settlement shall be applicable only to all permanent workmen who are members of the union and were on the rolls of the company on the date of submission of the charter of demands dated 2nd May, 2018 (as per the list attached in Annexure A) and no other workmen or employee shall be covered under this settlement. Any confirmed employee who was part of the charter of demand dated 2nd May, 2018 and has resigned from the services of the company or ceased to be in employment for any reason during the term of the settlement will be entitled for an amount proportionate to the period of service rendered during the term of the settlement. They would be paid actual arrears in full and final settlement of all their dues arising out of this settlement. In order to identify such workman an application will be obtained from them. As on the date of signing of this settlement, since the period/tenure of the settlement is already over the benefit would be given only to members as per the list attached in Annexure A.

It is further agreed between the parties that the provisions of this settlement, however, shall not be applicable to, workmen employed by any of the contractors or those who are employed as retainer/consultant or casual/temporary/part-time workmen for whatsoever job work in whatsoever capacity, they are engaged.

**6.0 EMOLUMENTS & COSTING OF THIS SETTLEMENT:**

The total cost of the settlement was arrived at and then after agreement between the parties in mutual interest it was decided to distribute it in the following manner.

**6.1 BASIC PAY AND FITMENT:**

It is agreed that the following pay scale shall apply to all the eligible workmen during the tenure of this settlement.

3000-550-5750-575-8625-600 -11625 - 625-14750-650-18000-675-21375-700-24875-725-28500.



Group	w.e.f. 1st July, 17	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
III	Rs. 2380/- pm	Rs. 510/- pm+ yearly increment	Rs. 510/- pm+ yearly increment.
IV	Rs. 1645/- pm	Rs. 352.50/- pm+ yearly increment	Rs. 352.50/- pm+ yearly increment.

On adding above amount into the existing Basic Pay & Personal Pay (drawn in July, 2017), the basic salary so arrived will be then fitted in the Pay Scale at appropriate level. If there is no corresponding step in the salary scale the residue amount, if any, due to this fitment will be considered as Personal Pay. It is agreed between the parties that the Personal Pay of the first year i.e. 1st July, 2017 shall be added to the fitment money of the second year i.e. 1st July, 2018 and fitted at the respective step in the Scale of Pay and residue amount in the second year shall be taken as personal pay. Similarly the personal pay of second year shall be added to the fitment amount of the third year i.e. 1st July, 2019 and fitted at the respective step in the scale of pay and the residue amount in the third year shall be taken as Personal Pay. This personal pay shall be considered for calculating all benefits such as overtime wages, provident fund, bonus, LTA, Gratuity.

Basic scales for new employees taken on Probation/Confirmation will be fitted into Basic scale in respective Grades depending on his qualifications and experience and is paid all allowances in the Grade at the discretion of the management.

It is agreed between the parties that if the management associate joins the union of workmen at any time, they shall be given the scale of pay as agreed above in clause 2 and fitted at appropriate step prospectively from the date they join the union.

It has been agreed between the Union and the Management that the amount of Rs. 200/- shall be added into Basic Wage w.e.f. 1st July, 2017.

## 6.2 HOUSE RENT ALLOWANCE:

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing House Rent Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 17	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 1995/- pm	Rs. 427.50/- pm	Rs. 427.50/- pm
II	Rs. 1645/- pm	Rs. 352.50/- pm	Rs. 352.50/- pm
III	Rs. 1330/- pm	Rs. 285/- pm	Rs. 285/- pm
IV	Rs. 595/- pm	Rs. 127.50/- pm	Rs. 127.50/- pm

House Rent Allowance will attract only contributions towards ESI and overtime benefit in accordance with the prevailing statute. It shall not be consider for the purpose of PF, Bonus, Gratuity and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

## 6.3 LUNCH ALLOWANCE:

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing Lunch Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 2017	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
II	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
III	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
IV	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm

This allowance shall not be considered for purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

The present system of providing a subsidy of Rs. 14/- per meal will continue, however any further increase in the meal prices will be shared in the proportion of 75: 25 between the Management and the employees respectively.

**6.4 EDUCATION ALLOWANCE:**

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing Education Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 2017	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
II	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
III	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
IV	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm

This allowance shall not be considered for purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

**6.5 CONVEYANCE ALLOWANCE/TRANSPORT ALLOWANCE:**

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing Conveyance Allowance/Transport Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 2017	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
II	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
III	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
IV	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm

Conveyance Allowance/Transport Allowance shall not be considered for purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

**6.6 MEDICAL ALLOWANCE:**

It is agreed between the parties that the prevailing practice shall continue in respect of this demand.

**7.0 MEDICAL SCHEME:**

All such workmen who are exempted from ESIC scheme (as in Clause 7) will be covered under a suitable insurance policy for Medical Hospitalization Reimbursement Policy upto an amount of Rs. 5,00,000/- per financial year for self, spouse and upto 2 dependent children upto 21 years of age. The hospitalization claim shall be directly settled with insurance company and all the terms and conditions as prevalent with the Insurance company will be applicable.

As and when the existing employee is again covered under ESIC scheme in future, whether prospectively or retrospectively, due to amendment in the ESI Act, the hospitalization benefit scheme will cease to be in operation.

**8.0 LEAVE TRAVEL ALLOWANCE:**

All permanent employee on the rolls of the company will be paid an amount equivalent of one month Basic Pay and Personal Pay as Leave Travel

Allowance. All other conditions for availing LTA will be as per the LTA policy of the company and will remain the same.

**9.0 SHIFT TIMINGS:**

It is agreed that the shift timings will be as follows (in case of three shift working):

Shift	Timing	Lunch/Dinner
I	08.00 hrs. 16.00 hrs.	30 mins.
II	16.00 hrs. 00.00 hrs.	30 mins.
III	00.00 hrs. 08.00 hrs.	30 mins.
General	09.00 hrs. 17.30 hrs.	30 mins.

- It is also agreed that, as per the prevailing practice and business needs, the company will decide to work in One/Two/Three shifts/ Extended shift as and when the need arise as per business requirement or due to exigencies of work.
- Availability of operators at work place (place of work) at start of shift indicated above i.e. sharp 08.00 hrs. for first shift, 16.00 hrs. in second shift and 00.00 hrs. in third shift.
- During two shift operation
  - Machines to start within 10 minutes (i.e. 8:10 am in first shift) latest at beginning of shift.
  - No stoppage during first and second shift transition/handover.

- III. Stoppage of machines 15 minutes before end of shift for cleaning purposes (at 11:45 pm in second shift).
- IV. If there is no cleaning of machine in each shift that the machines in the first and second shift shall run without stoppage.
- d. Subject to Clause 10 (C) above, the Operators to follow running handover strictly.
  - I. Operator shall ensure that the machine is not stopped during the shift change and handover the machine in running condition to the next operator/assigned employee.
  - II. The operator shall ensure that he/she takes the handover prior or sharp at respective shift timings mentioned and notified from time to time.
  - III. Operator to remain at respective post till other operator/assigned employee is able to take over charge during shift Change.
  - IV. Operators to ensure that at no circumstances machine shall be stopped during the shift change. Similarly staggering shall be strictly followed during lunch/dinner break.
- e. Maximum number of late comings 3 (three) in a calendar month and max. Late time allowed in such case is upto 10 minutes, after which the employee has to apply for half day alternatively salary for half day will be deducted. No intimation in this regards, may be given to the concerned operator. The same rule and calculation will hold good for employees leaving the workplace earlier than the designated time.
- f. Any operator punching his attendance card or reporting at place of work after 15 minutes from the start of the shift, the employee has to apply for half day alternatively salary for half day will be deducted. No intimation in this regards, may be given to the concerned operator. The same rule and calculation will hold good for employees leaving the workplace earlier than the designated time.
- g. Lunch break and dinner break timing of 30 mins. to be strictly followed and necessary staggering should be done.
- h. Shift operating personnel will remain at their posts until he is relieved by his successor or their supervisor is able to make other arrangements for their relieving.
  - I. Operators should remain at the work place and may leave workplace for IPC checks or only work related issues with permission of their supervisors.
  - II. Subject to Clause 10 (c) above, there will be no stoppage of machines during first, second shift and third shift transition and handover.
  - III. Immediate communication in case machine stoppage to be given by the operator to the supervisor or maintenance engineer, to ensure maximum machine utilization and minimize the wastage.

#### 9.0 SHIFT ALLOWANCE PAYMENTS:

All confirmed employee working in second shift will be paid a shift allowance of Rs. 40/- per second shift worked and Rs. 80/- incase of Third shift effective July, 2017. This will not be applicable for extended hours. Rules and regulations for claiming this allowance will be made in accordance with the provisions of the law relating to shift working. This amount will not attract any other benefit such as Provident Fund, Gratuity, Bonus and Overtime Payments.

#### 10.0 LEAVE AND PAID HOLIDAYS:

All such workmen who are exempted from ESIC Scheme (as in Clause 7) will be given an additional 2 days of sick leave per calendar year (on pro-rata basis). These leaves will be withdrawn, as and when the employee is again covered under ESIC scheme in future, whether prospectively or retrospectively, due to amendment in the ESI Act. All other terms and conditions with respect to leave and paid holidays as per the prevailing practice and as detailed in the Certified Standing Orders will be applicable.

#### 11.0 OVERTIME:

Overtime shall be paid as per the provisions of the Factories Act, 1948 and other relevant statutes. This amount shall not be taken into account for PF, Gratuity, Bonus and Leave encashment. The overtime shall not be refused when asked due to exigencies of work.

#### 12.0 LOAN:

The permanent workman shall be entitled, from the date of signing of this agreement for a 50% interest subsidy on personal loan of upto Rs. 1,80,000/-. The workman shall satisfy all the terms and conditions attached to the loan. The Company shall reimburse 50% of the interest charged by the bank to the workman in his/her monthly salary.



Any rules and regulations made under the loan scheme in future shall be binding on all workmen. Till the loan amount is fully repaid, workmen will not be entitled to any other company loan. Prevalent rules as applicable under Income Tax will be applicable.

### 13.0 FESTIVAL ADVANCE:

The permanent workmen shall be entitled to avail festival advance of Rs. 5,000/- per year. The advance will be paid once a year, either for Ganesh Chaturthi, Diwali, Id or Christmas as per request made by the workmen in writing. The advance shall be deducted in 10 equal monthly instalments from the salary of the workmen from the month when the advance is availed.

### 14.0 MONSOON ALLOWANCE:

It is agreed between the parties that the prevailing practice shall continue in respect of this demand. An Amount of Rs. 750/- will be paid w.e.f. 2018 along with the salary in the month of May/June.

### 15.0 BONUS:

The Payment of Bonus shall be as per the provisions of the Payment of Bonus Act, 1965, and rules made thereunder.

### 16.0 INSURANCE POLICY:

All workmen would be covered under the Group Personal Accident Insurance Policy. The accident coverage for each workman will be for an amount of Rs. 1,00,000/- (Rupees One lakh only). The coverage will be on a 24-hours basis. The terms and conditions prevailing as per the policy shall be binding.

### 17.0 LUMP SUM PAYMENT:

It is agreed that the company shall pay a one-time lumpsum amount of Rs. 5000/- as exgratia as settlement signing incentive.

In appreciation of the Co-operation shown by the Union and as demanded by the Union and the Workmen the company has agreed that each workman/member of union who are on the rolls of the company on the date of signing of this settlement shall be paid lumpsum amount of Rs. 11500/- totalling to Rs. 805000/- as ex gratia to be paid as a part of the arrears arising out of the settlement.

It is also agreed between the Union/Workmen/Management/Company that both the Parties shall file a joint application before the appropriate authorities for an award/order in terms of the

settlement in ref IT/10/20 and IT/3/21 as also following disputes pending before various authorities for finally disposing the matters.

Sr. No.	Brief	Filed by	Filed against	Case No.
1.	Special allowance	Union	Sanofi India Ltd.	IT/53/16
2.	Withdrawal of special allowance	Union	Sanofi India Ltd.	IT/13/18
3.	Protected Workmen	Union	Sanofi India Ltd.	All pending cases
4.	Deduction of special allowance	Pravin Kande & others	Sanofi India Ltd.	CLE/ / (PWA-2)/ /2018
5.	Refusal to work	Union	Sanofi India Ltd.	IT/06/ /2020
6.	Works Committee	Union	Sanofi India Ltd.	CLE/TA/ / (383)/ /2016 and other related matters on the subject.

The Works committee will be constituted as per law laid down and committee shall be constituted within 90 days after the Award passed in terms of settlement by the Industrial Tribunal.

All pending enquiries against the workmen who are members of the Union will be mutually closed.

### 18.0 GENERAL PROVISIONS:

- The Union and the workmen have specifically agreed to implementation of various requirements/procedures under ISO, FDA regulations, GMP, EHS, Factories Act, I.D. Act, 1947 and gowning procedures and other Global/International authorities etc.
- This settlement is in full and final settlement of all demands raised by the Union in their charter of demands dated 20th June, 2020 mentioned in the recital of this case above and other demands, which are not specifically dealt with or not pressed in this settlement, shall be treated as settled.
- The Union and the workmen individually, Jointly or through any other union or agency, agree not to raise or pursue any dispute in

- respect of any demands in respect of the workmen covered under this settlement, whether specifically covered or not pressed or withdrawn in this settlement and further agree not to raise any demand on behalf of these workmen involving any financial burden or otherwise on the company, directly or indirectly, during the currency of this settlement. The Company agrees not to raise or pursue any dispute specifically covered or withdrawn during the currency of this settlement.
- d) In case of a legislation or otherwise, any identical or similar higher benefits as accruing to the workmen under this settlement, are introduced in future by the Government, the Union and the workman, the company shall make good the difference to fall in line with such legislation. The workmen will be entitled to opt for benefits either under this settlement or the legislation in its totality, whichever is more beneficial to them but not both.
- e) Both parties also agree that in case of any individual/group grievances, every effort will be made to resolve it in the first place by mutual discussions between the parties in accordance with the existing grievance procedure, and without either party resorting to any unilateral action. It is also agreed between the parties that in event that they do not arrive at a mutually acceptable solution, both parties will follow constitutional and legally established machinery/methods for the settlement of disputes and shall not resort to any direct and/or agitational methods.
- f) It is in interest of the Company and its workmen that the company must sustain and improve its competitive status and earning capacity. For this the union and its workmen agree to co-operate with the Management in all necessary efforts to continue to improve efficiency, productivity, various continuous improvement programmes and elimination of wastage. As a measure of the same it is agreed that workmen or employee shall co-operate and participate in the Lean management/GMP and different initiatives like +QDCI, VSM (Value Stream Mapping), works committee, or any other taken in this regards.
- g) It is expressly understood by the Union and its workmen that all the prevalent service conditions shall continue to remain unaltered and the union and the workmen agree to abide and follow these conditions for the overall efficiency of the Plant and the Company.
- h) It is understood by the Union and the workmen that any rules and regulations, existing practices, privileges, terms and conditions currently prevailing in the company as a matter of policy or statute which have not been expressly altered as a result of this settlement shall continue to remain in force and the union and its workmen shall abide by the same. Any alteration in the existing policy, rules and regulations, existing practices and privileges or introduction of any new policy, rules and regulations, practices and privileges by the Company during the tenure of this settlement in accordance with the existing law at the time of such alteration/introduction, and which does not prejudice the terms and conditions of this settlement shall be followed by the union and its workmen. Similarly any statute modified or introduced by the Government during the tenure of this settlement shall be complied with by the company as well as the union and its workmen.
- i) It is understood and agreed upon by the Union and its workmen that usage of Mobile phones in the Production area (Manufacturing and Packaging) and other restricted areas is not permitted. The workmen and all other employees of the company shall strictly abide by the Mobile Policy of the Company.
- j) The Union and the workmen appreciate that it is essential to improve and maintain the competitive status and profitability of the company and reduce the costs as an ongoing exercise. The Union and the Workmen shall continue to adhere to all measures adopted by the company from time to time towards this goal, including the following.
- I. Introduction of new and/or improved methods and machinery, restructuring, re-allocation or re-organization, flexibility of manpower allocation and method simplification or modification or improvements in various Inputs.

- II. Both parties agree to carry out modifications, abolition of wasteful practices, introduction of appropriate procedure for effective and maximum utilization of the operating time, and such other methods as may be considered appropriate jointly which will result into work simplification or overall improvement in the efficiency.
- III. It is agreed that workman shall work in any section/department as per the requirement of the company. The Company may also depute workmen in other department/on any other job than currently handled by him for upgradation of his skill or due to exigencies of work or company requirements.
- IV. It is agreed that workman shall adhere to working in shifts as notified from time to time and accepting overtime work as and when it is required. Workmen from the prior shift shall co-operate and continue to work on overtime after his regular duty hours in case of absenteeism or work requirement.
- V. It is also agreed that safety of the plant, machinery/equipments and personnel is of paramount importance and both the parties shall protect it under all circumstances. The workmen shall ensure at all times wearing of personal protective equipment wherever required as per safety norms required for personal safety.
- VI. The concerned workmen shall handover proper charge at workplace during the change over from one shift to another. It is also agreed that all workmen will adhere to the shift timings by starting the work on time and not leaving the place of work until and unless he is relieved by the next shift operator.
- VII. It is agreed that the workmen will adhere to all the rules of the cafeteria/canteen including of lifting of self soiled plates and depositing the same in the bin provided in the canteen.
- VIII. It is also agreed that all workmen will attend the training programmes they are nominated for as per the Company's training and development plans.

**19.0 TENURE OF SETTLEMENT:**

The settlement shall remain effective from 1st July, 2017 to 30th September, 2020 and shall continue to remain in force thereafter until such time it is validly terminated by either of the parties as per the provisions of the Industrial Disputes Act, 1947.

It is further agreed that the arrears arising out of this settlement shall be paid to all the workmen as per list at Annexure A. The said payment shall be subject to any deductions under the prevailing laws and will be paid within 3 succeeding months from signing of the settlement. Any tax liability arising from any payment or other benefits introduced or revised under the settlement will be as per the Income Tax Act, 1961.

That this settlement shall be presented before the Industrial Tribunal, Panaji in References No. IT 10/20 IT 03/2021, IT 53/16, IT 13/18 & IT 06/20 and before the Office of the Commissioner of Labour and Employment in cases of Protected Workmen, Pravin Kande and Others bearing No. CLE/(PWA-2)/2018 & Works Committee with a prayer to make an Order in terms of this settlement.

It is agreed that with the signing of the settlement, all the differences or disputes pending cases/reference related to the Charter of Demands in Reference No. IT 10/20 and IT 03/2021 between the management and the workmen in the tribunal or with conciliation authority is deemed to have been settled. It is agreed that no fresh dispute on any issue which is settled under this settlement shall be raised with the management or with any authority under industrial/labour law during the subsistence of this settlement. In view of the above settlement it is specifically agreed between the parties for the disposal of all the matters mentioned hereinbelow that Union will withdraw all the following case or file and shall make applications before the appropriate authority to pass no dispute award for the disputes mentioned hereinbelow.

Sr. No.	Brief	Filed by	Filed against	Case No.
1	2	3	4	5
1.	Special allowance	Union	Sanofi India Ltd.	IT/53/16
2.	Withdrawal of special allowance	Union	Sanofi India Ltd.	IT/13/18
3.	Protected Workmen	Union	Sanofi India Ltd.	All pending cases



1	2	3	4	5
4. Deduction of special allowance	Pravin Kande & others	Sanofi India Ltd.	CLE/ / (PWA-2)/ /2018	
5. Refusal to work	Union	Sanofi India Ltd.	IT/06/ /2020	
6. Works Committee	Union	Sanofi India Ltd.	CLE/TA/ / (383)/ /2016 and other related matters on the subject	

**20.0** That in consideration of the management having agreed to their demands as specified in this settlement, during the period of its operation the workers who are beneficiaries of the settlement and the Union agree that they will not, either jointly or severally, raise/support any demand involving any additional financial burden upon the management, or support any move likely to disrupt any of the operations of the Management, which may directly or indirectly cast a financial burden on the company.

For the following three workmen who were confirmed in between the tenure of the settlement their payment mode will be as follows:

E Code	Name	DOJ
130042	Surat Gaonkar	14-09-2017
99227	Kumar Kamble	14-09-2017
99070	Jitendra Usapkar	13-05-2017

The above three workmen would be only eligible for settlement benefit from July, 2018. Further, they would be paid annual basic increment of April, 2018. If the said employees had taken MA increments for the year April 18, then the same stands to be relinquished by them and would be recovered from the arrears paid arising out of this settlement.

Further, employees joined the union on 17-07-2017 would be eligible for Settlement benefit from July, 2017. Further, employees joined the union on 28-06-2018 would be eligible for Settlement benefit from July, 2017. Further they will be paid annual basic increment of April, 2018 as per the settlement. Further, if these set of workmen had taken MA increments for the year April, 2018 than

the same stands to be relinquished by them and would be recovered from the arrears paid arising out of this settlement.

#### **21.0 OTHER CONDITIONS OF SERVICE:**

That all other terms and conditions of service, more particularly including all those specified in the letter of appointment of probation/confirmation, Certified Standing Orders and existing rules and regulations as the case may be, in the employment of the management not modified in this settlement, will continue unaltered.

It is hereby agreed by and between the parties that any technical, legal, arithmetical and typographical error that may have inadvertently crept up in the settlement, will be resolved and rectified mutually and neither party will take undue advantage if any.

The above Memorandum of Settlement has been signed by representative of Party I, Mr. Arvind Sawant, President, Dr. Raghunath Kuchik, General Secretary and other Committee Members, so also the representative of Party II, Shri Magno Fernandes, Site Director, Goa Site and Mr. Shailendra Bidye – Site HR Head, Goa Site and the other Officials on behalf of Party II. I have gone through the application dated 09-06-2021 along with the Memorandum of Settlement at Exh. 7 colly filed as above, which in my view, are just and fair and in the interest of both the Workmen/Party I as well as Employer/Party II and hence, the same are accepted.

4. In view of above, I pass the following:

#### **ORDER**

- (i) The reference at the instance of both the Parties stands disposed off in view of the application dated 09-06-2021 at Exhibit 7 colly.
- (ii) Consequently, the benefits of the Settlement shall be extended to the workmen of Party I.
- (iii) No order as to costs.
- (iv) Inform the Government accordingly.

Sd/-  
(Bela N. Naik),  
Presiding Officer,  
Industrial Tribunal and  
Labour Court.

Dated:- 22-06-2021.

Place:- Panaji-Goa.

**Notification**

No. 28/2/2021-LAB/Part-IV/458

The following Award passed by the Labour Court-II, at Panaji-Goa on 19-08-2021 in Case. No. Ref. LC-II/IT/08/2017 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary (Labour) (Link).

Porvorim, 21st September, 2021.

IN THE LABOUR COURT-II  
GOVERNMENT OF GOA  
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble  
Presiding Officer)

Case No. Ref. LC-II/IT/08/2017

Shri Shailesh Govekar,  
H. No. 9, Sunderpeth Waddo,  
Bicholim-Goa. ....Workman/Party-I

V/s

M/s. The Bicholim Merchant Urban Co-op.  
Credit Society Ltd.,  
Sahayog, ODLI, New Market,  
Bicholim-Goa. .... Employer/Party-II

Workman/Party-I represented by Adv. Shri P. Agarwal.

Employer/Party-II represented by Adv. Shri G.K. Sardessai.

Panaji, Dated: 19-08-2021.

**AWARD**

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 28-04-2017, bearing No. 28/11/2017-LAB/284 referred the following dispute for its adjudication to this Labour Court-II of Goa.

*"(1) Whether the action of the management M/s. The Bicholim Merchant Urban Co-operative Credit Society Limited, Bicholim, Goa in dismissing its Workman, Shri Shailesh Govekar, Clerk, with effect from 07-03-2016, is legal and justified?"*

*(2) If not, what relief the Workman is entitled to?"*

2. On receipt of the reference, a case was registered under No. LC-II/IT/08/17 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short 'Workman'), filed his Statement of Claim on 07-08-2017 at Exb-4. The facts of the case in brief as pleaded by the Workman are that he was employed with the Employer/Party II (for short, 'Employer') as a 'Clerk' with effect from 01-02-1993. He stated that on 01-06-2005, the Employer terminated his services. He stated that he challenged his termination of services before the Labour Court II, Panaji-Goa and it bears case No. IT/27/2007. He stated that the Hon'ble Labour Court II passed an award in his favour and directed the Employer to reinstate him with continuity in service with immediate effect by holding that the termination of services of the Workman is illegal and unjustified. He stated that accordingly, the Employer directed the Workman to join in its services on 01-07-2013. He stated that he joined in the services of the Employer on 01-07-2013.

3. He stated that two false charge-sheets cum notice of enquiry were issued against him on account of misconduct, one dated 30-11-2013 and another dated 14-04-2015. He stated that he denied all the allegations levelled against him. He stated that he categorically denied that the enquiries were conducted in accordance with the principles of natural justice. He denied that the opportunities were given to him to participate and defend him. He stated that his evidence was closed. He stated that Ld. Enquiry Officer submitted his findings dated 30-01-2016 and dated 02-02-2016 in both the charge-sheets issued to him. He stated that the findings given by Ld. Enquiry Officer are biased, one sided and unfair. He stated that the so called findings given by the Enquiry Officer holding that he is engaged in misconduct is a falsity and fraud against him.

4. He stated that he was attending the office regularly, however, he was deliberately not assigned any work. He stated that the Employer deliberately retained him and made him to sit in old premises on the first floor, where hardly there is any work. He stated that on 07-03-2016, he was shocked and surprised to receive a letter of dismissal from services with immediate effect after having hard work.

5. The Workman contended that the dismissal of his services w.e.f. 07-03-2016 is illegal, unjustified and in violation of provisions of the I.D. Act, 1947. He submitted that the impugned order of dismissal

from service passed by the Employer is bad-in-law for non-observance of principles of natural justice. He submitted that he has not been paid his monthly salary for last four years, even after performing the duties sincerely and honestly. He submitted that after receiving the letter of dismissal of services, he demanded for his reinstatement in service with full back wages and continuity in service. He stated that presently he is unemployed, having an unemployed wife and a minor son. He submitted that the action of the Employer in dismissing his service amounts to an unfair trade practice. The Workman therefore prayed that the Employer be directed to reinstate him with full back wages and continuity in service and further direct the Employer to pay to him a sum of Rs. 5,00,000/- as a compensation towards mental torture and harassment.

6. The Employer resisted the claim of the Workman, by filing its written statement on 13-10-2017 at Exb. 6. The Employer, as and by way of its preliminary objections, submitted that the alleged dispute is not an 'industrial dispute' and that there is non-application of mind by the Government and as such the reference deserves to be rejected summarily at the threshold.

7. The Employer stated that it is Co-operative Credit Society engaged in the banking business such as granting loans to its members and accepting deposits from public. The Employer stated that they are having a branch at Bordem, Bicholim, Goa at the relevant time, apart from the head office cum branch at market Bicholim-Goa. The Employer stated that the Workman was employed by them in January, 1993 as a 'clerk'. The Employer stated that in due course, the Workman was transferred to its Bordem branch and again was re-transferred to Bicholim market branch. The Employer stated that since the appointment of the Workman as a clerk in January, 1993 and during his tenure of service, his duties varied from time to time depending upon the exigencies of work. The Employer stated that during the tenure of service, the behaviour and attitude of the Workman was highly objectionable and affected its smooth functioning. The Employer stated that during the tenure of service, the Workman had developed a habit of remaining absent from the duties without prior permission and more particularly during the half yearly and yearly account closing date.

8. The Employer stated that on 11-04-2003, during a surprise check of its Bordem branch, they found/observed a shortage of cash of Rs. 42,000/- in the said branch and upon questioning about the same,

the Workman deposited a cash of Rs. 42,000/- in the cash account of its Bordem branch. The Employer stated that the Workman was accordingly, issued a memo on 16-04-2003 seeking his explanation. The Employer stated that the Workman filed his reply dated 20-04-2003. The Employer stated that they, vide its letter dated 28-04-2003 issued a warning to the Workman.

9. The Employer stated that on 03-07-2003, the Workman was issued a memorandum as he had fraudulently withdrawn a sum of Rs. 10,000/- from his S.B. A/c. No. 117 and as such he was asked to refund the said amount immediately. The Employer stated that by letter dated 05-07-2003, the Workman stated that he would refund the said excess withdrawn amount of Rs. 10,000/- in installments of Rs. 500/- per month. The Employer stated that by his said letter, the Workman also attempted to cover-up his misdeeds by offering various baseless explanations. The Employer stated that the said explanation given by the Workman was unacceptable to them. The Employer stated that as the past performance of the Workman was most unsatisfactory, they suspended him, by its order dated 08-07-2003. The Employer stated that subsequently, by letter dated 22-07-2003, the Workman once again gave an undertaking to repay the said amount of Rs. 10,000/- in installments of Rs. 500/- per month and pleaded that the suspension order dated 08-07-2003 be revoked. The Employer stated that however, as the misconduct was serious and did not merit any further consideration, they decided not to revoke the suspension order and decided to initiate enquiry proceedings, whereby the Workman was afforded opportunity of being heard. The Employer stated that Ld. Enquiry Officer thereafter gave his findings, wherein he found Workman guilty of the said misconducts i.e. "withdrawing Rs. 10,000/- extra from his S.B. account." The Employer stated that after holding a domestic enquiry into the charges and based on the findings of the Enquiry Officer and the past records of the Workman which was bad, they terminated the services of the Workman w.e.f. 01-06-2005 for loss of confidence. The Employer stated that aggrieved by their decision in dismissing him from their services w.e.f. 01-06-2005, the Workman raised an 'industrial dispute' in the matter of alleged illegal termination of his services before the Asstt. Labour Commissioner (ALC), Mapusa-Goa for intervention. The Employer stated that the ALC admitted the dispute in conciliation, however, the conciliation proceedings ended in failure.



10. The Employer stated that the Government of Goa, by an order No. 28/01/2007-LAB/465 dated 14-05-2007 referred the dispute to the Hon'ble Industrial Tribunal for its adjudication as to whether the action of the Bicholim Merchant Urban Co-op. Credit Society, Bicholim-Goa in terminating the services of Shri Shailesh C. Govekar, 'Clerk' w.e.f. 01-06-2005 is legal and justified and that if not, to what relief the Workman is entitled. The Employer stated that on receipt of the reference, it was registered under No. IT/27/2007. The Employer stated that both parties filed their respective pleadings and led evidence before the Tribunal. The Employer stated that the Industrial Tribunal, after hearing both the parties, vide its award dated 15-10-2012 was pleased to pass an order holding that the action of the Bicholim Merchant Urban Co-op. Credit Society, Bicholim-Goa in terminating the services of Shri Shailesh C. Govekar, 'Clerk' w.e.f. 01-06-2005 is illegal and unjustified and that the Employer, Bicholim Merchant Urban Co-op. Credit Society, Bicholim-Goa is therefore directed to reinstate the Workman Shri Shailesh C. Govekar with continuity in service with immediate effect. The Employer stated that in compliance with the said award, the Workman was reinstated in its services.

11. The Employer stated that however, it was observed that right from the date of resumption in service, the Workman failed to carry out the normal duties. The Employer stated that the Workman was repeatedly instructed by his superiors to carry out his normal duties, but he continued to disobey the instructions. The Employer stated that the Workman used to sit idle without carrying out his duties and such failure to perform the duties continued. The Employer stated that they therefore, served a show-cause notice dated 07-08-2013 on the Workman seeking explanation. The Employer stated that the Workman replied to the said show-cause notice, vide his reply dated 09-08-2013. The Employer stated that they, vide their letter dated 28-08-2013, advised the Workman to carry out his duties. The Employer stated that by letter dated 31-08-2013, the Workman called upon them to promote him. The Employer stated that they, by its letter dated 25-09-2013, informed the Workman that his claim for promotion to higher post cannot be entertained. The Employer stated that it was further brought to his notice that his refusal to carry out his normal duties and failure to perform his duties will disentitle him to wage on the principles of 'no work no pay'. The Employer stated that they further reserved their liberty to initiate such disciplinary action for his misconduct of refusal to carry out his normal duties.

12. The Employer stated that as the Workman was still refusing to carry out his normal duties, in spite of repeated request, they had no other option than to initiate disciplinary proceedings against the Workman. The Employer stated that the Workman was issued a charge-sheet cum notice of enquiry dated 30-11-2013 for the above acts of the Workman which constituted the following acts of misconducts.

- (a) Wilful insubordination or disobedience, whether alone or in combination with other, to any lawful and reasonable order of a superior.
- (b) Riotous and disorderly behaviour during working hours at the establishments.
- (c) Commission of any act subversive of discipline or good behaviour on the premises of the establishment.
- (d) Habitual negligence or neglect of work and
- (e) Habitual breach of any law applicable to the establishment.

13. The Employer stated that Mr. Vasudev Tari, is an officer in their society whose deposition was in progress on 05-03-2015. The Employer stated that said Shri Tari addressed a complaint to them against the Workman stating that on 05-03-2015, he had gone to collect stationary at its society's old premises and that at about 4.20 p.m., the Workman came running towards him and started shouting at him in abusive and objectionable language, that Workman slapped him on his left ear, that the Workman threatened to beat him if he do not give proper statement on the next date of hearing at the enquiry. The Employer stated that Mr. Tari on 05-03-2015 also lodged a complaint against the Workman at Bicholim Police Station. The Employer stated that the Workman was issued another charge-sheet cum notice of enquiry dated 15-04-2015 for the above acts of misconduct. The Employer stated that the Workman was suspended pending enquiry.

14. The Employer stated that they conducted an enquiry into the above said charge-sheets. The Employer stated that both the enquiries were conducted by Mr. Prasanna Chawdikar, an Enquiry Officer in an impartial manner and every opportunity was given to the Workman to defend the charges levelled against him. The Employer stated that the Workman fully participated in the enquiry. The Employer stated that Ld. Enquiry Officer submitted his findings dated 30-01-2016 and dated 02-02-2016. The Employer stated that after appreciating the evidence on record, Ld. Enquiry

Officer held the Workman guilty of the charge-sheets levelled against him in both the charge-sheets dated 30-11-2013 and dated 15-04-2015 respectively. The Employer stated that they considered proceedings of both enquires, the findings of the Enquiry Officer dated 30-01-2016 and dated 02-02-2016 and concurred with the same. The Employer stated that they considered the past record of the Workman and that they did not find any extenuating circumstances and the Workman was accordingly served with a show-cause notice dated 05-02-2016, as to why he should not be dismissed from service. The Employer stated that the Workman filed his reply dated 11-02-2016. The Employer stated that after carefully perusing the contents of the said reply to the said show-cause notice and once again going through the proceedings of the enquiry and the findings of the Enquiry Officer dated 30-01-2016 and dated 02-02-2016 did not find the explanation satisfactory. The Employer stated that they decided to dismiss the Workman from service and accordingly, they dismissed the Workman, vide their letter dated 07-03-2016. The Employer denied the overall case as pleaded by the Workman in his claim statement and prayed for rejection of the claim of the Workman.

15. Thereafter, the Workman filed his Re-joinder on 30-07-2018 at Exb. 10. The Workman, by way of his Re-joinder, confirms and reiterates all his submissions, averments and statements made in his Claim Statement to be correct and true and denies all the statements, averments and submissions made by the Employer in its Written Statement which are contrary to his Statement and averments made in his Claim Statement.

16. Based on the pleadings filed by both the parties' hereinabove, this court framed the following issues on 30-07-2018 at Exb. 11.

1. Whether a free, fair and proper enquiry was conducted against the Workman in respect of charge-sheet dated 30-11-2013 and charge-sheet dated 15-04-2015?
2. Whether the charges of misconduct levelled against the Workman vide charge-sheet dated 30-11-2013 and charge-sheet dated 15-04-2015 have been proved to the satisfaction of this court by acceptable evidence?
3. Whether the Workman/Party I proves that the action of the Employer in dismissing him from the service w.e.f. 07-03-2016 is illegal and unjustified?

4. Whether the Employer/Party II proves that the reference is not maintainable in view of the reasons mentioned in para (a) and (b) of its written statement?
5. Whether the Workman/Party-I is entitled to any relief?
6. What order? What award?

17. After framing the issues, the matter was fixed for filing affidavit in evidence of the Workman. The Workman also filed his affidavit in evidence and produced on record certain documents in support of his oral evidence and the case was adjourned to 05-03-2021. On 05-03-2021, Ld. Rep. Shri P. Agarwal, appeared for the Workman as well as Adv. Ms. N. Gaonkar appeared for the Employer and both the parties submitted that the matter is likely to be settled amicably. Accordingly, 16-08-2021, Ld. Adv. Shri P. Agarwal, appearing for the Workman as well as Ld. Adv. V. Palekar, representing the Employer remained present and orally submitted that they have settled the matter amicably between the parties hereinabove and prayed for disposing off the reference as consent award. The parties produced on record a copy of the terms of settlement duly signed by both the parties along with their respective representatives which is on record at Exb. 29. The terms of settlement as settled between the parties are reproduced herewith.

1. The parties have amicably resolved to settle all claims, demands, disputes – existing, accrued and anticipated, including the following cases pending before various courts on the terms and conditions stated above:

Sr. No.	Case No.	Pending before
1.	Appln. No. LC-II/IT/8/2017	Labour Court.
2.	W.P. No. CLE/(PWA)-5/2014	Labour Commissioner.
3.	W.P. No. 174/2014	High Court of Bombay at Panaji-Goa.
4.	W.P. No. 130/2015	High Court of Bombay at Panaji-Goa.

2. The Party II shall pay to the Party I a total sum of Rs. 6,25,000/- in full and final settlement towards all claims/demands/disputes arising out of employment of Party I with Party II, as stated in para 1 above.
3. The Party I is deemed to have been discharged from service with effect from 01-06-2005.

4. The Party I and the Party II shall not raise/file/prosecute any claim, civil or criminal, in future, on the basis of right, accrued to them but not claimed/demanded/enforced, against each other.
5. Party I and Party II shall withdraw all cases pending before various courts as stated in para 1 above.
6. The payment in terms of para 2 above shall be made within a period of 30 days from the date of passing of the award in terms of the present consent terms.
7. All cases referred in para 1 above shall be deemed to have been withdrawn and or settled by the Party I and Party II. The parties shall be at liberty to produce certified copy of the order passed in accordance with the present consent terms, before the court where the proceedings are pending to formally terminate the proceedings pending before such court.

I have carefully perused the said terms of settlement at Exb. 29 signed by and between the parties hereinabove. The said terms of settlement are beneficial to both the parties. Hence, I consented for the same. Since the dispute under reference is settled between the parties, I hold that the dispute under present reference, does not survive.

In view of the above, I proceed to pass the following order:

## ORDER

1. It is held that action of the management M/s. The Bicholim Merchant Urban Co-operative Credit Society Limited, Bicholim, Goa in dismissing its Workman, Shri Shailesh Govekar, Clerk, with effect from 07-03-2016, does not survive.
2. The Workman, Shri Shailesh Govekar, is not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

Sd/-  
(Suresh N. Narulkar),  
Presiding Officer,  
Labour Court.

## Notification

No. 28/2/2021-LAB/Part-I/459

The following Award passed by the Labour Court-II, at Panaji-Goa on 10-08-2021 in Case

No. Ref. LC-II/IT/14/17 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary (Labour).

Porvorim, 21st September, 2021.

IN THE LABOUR COURT-II  
GOVERNMENT OF GOA

AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble  
Presiding Officer)

Case No. Ref. LC-II/IT/14/17

Shri Sunil Chauhan,  
R/o. H. No. 103, Swarkar Nagar,  
Sasmolem, Baina,  
Vasco da Gama, Goa ..... Workman/Party- I  
V/s

M/s. High Street Cruises and  
Entertainment Pvt. Ltd.,  
Panaji-Goa ..... Employer/Party-II  
Workman/Party-I present in person.

Employer/Party-II represented by Adv. Shri P. Chawdikar.

Panaji, Dated: 10-08-2021.

## AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa, by Order dated 12-10-2017, bearing No. 28/19/2017-LAB/714, referred the following dispute for its adjudication to this Labour Court-II of Goa at Panaji, Goa.

"(1) Whether Shri Sunil Chauhan, Senior Dealer, could be construed as a "workman" as defined under Section 2 (s) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?

(2) If the answer to the issue No. (1) above is in the affirmative, then, whether the action of the management of M/s. High Street Cruises and Entertainment Private Limited, Panaji, Goa, in dismissing from service Shri Sunil Chauhan, Senior Dealer, with effect from 22-12-2016, is legal and justified?

(2) If the answer to the issue No. (2) above is in the negative, then, what relief, the workman is entitled to?"



2. On receipt of the reference, a case was registered under No. LC-II-IT/14/2017 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short 'Workman') appeared in person and filed his Statement of Claim on 23-11-2017 at Exb. 4. The facts of the case in brief as pleaded by the Workman are that initially, he was employed as a 'Sr. Dealer' with Golden Porch Entertainment Pvt. Ltd. He stated that thereafter, he was transferred to the Employer/Party-II (for short 'Employer'). He stated that he was not happy and was feeling uncomfortable to work with the Employer for various reasons. He stated that he, therefore, decided to write a letter for clarification as personal problem given by the entire authority management. He stated that on 29-03-2016, he submitted a letter for the clarification on employee's right as his personal problems to the Casino Manager and asked forty questions to clarify in writing in matters of employee's right. He stated that there was a verbal conversation between Casino Manager and himself regarding clarification on letter. He stated that on the next day i.e. on 31-03-2016, he submitted a letter in Panaji Police Station subject to information for security reasons. He stated that the Casino Manager, Mr. Rajae Sarhan refused to reply his clarification letter dated 29-03-2016 in writing and therefore, he informed the Casino Manager that he will write a letter to him until all the major Government department, authorities, ministry, opposition leader, Goa police and Government before going to the court. He stated that on 06-04-2016, he wrote a clarification letter as first reminder and second reminder on 20-04-2016 along with copy to others. He stated that on 25-04-2016 in closing shift, Casino Manager, Mr. Rajae Sarhan informed him that he is not authorized to reply to his letter dated 29-03-2016 in writing as per the Company's policy and further the clarification should be asked from the Human Resource Manager, as he being the authority. He stated that he wrote a letter to the Human Resource Manager, vide his letter dated 27-04-2016 and dated 04-05-2016. He stated that since the management has not submitted reply on clarification on problems created by the authority of management, he submitted letter dated 20-05-2016 to the Labour Inspector, Patto, Panaji-Goa. He stated that on 06-06-2016, Asstt. Labour Commissioner served a notice to him on his representation and advised to attend on 16-06-2016 for clarification on the issues raised by him. He stated that on 16-06-2016, he attended the office of Asstt. Labour Commissioner, Panaji, Goa and submitted his representation. He stated that on 24-06-2016 a notice was served to

the Manager (HR) of the Employer and requested the management to offer the pointwise comments on the issues raised by him in his letter dated 29-03-2016.

3. He stated that on 22-07-2017, he was on duty and that he was not feeling well. He stated that he went to submit medical prescription, medical bill and prescription of blood test to the Casino Manager and requested for sick leave. He stated that since he had raised issue before the Commissioner, Labour and Employment and other authorities about the clarification of employee's rights, the said Casino Manager was very rude to him and did not accept any of his problems related to work, personal or health. He stated that he had an argument related to his sickness and employee's right with the said Casino Manager between 11.30 p.m. in Casino Manager's office cabin. He stated that the Casino Manager wanted him either to work or go home, on condition for two days deduction in salary and 20% deduction in tips on verbal warning as per the Company's policy. He stated that since he didn't agree and was asking about the employee's right, the Casino Manager was angry and upset. He stated that the Casino Manager called the bouncer and security guard and told them to take his identity card and throw him out from the ship. He stated that his identity card was taken by force and he was thrown out from the ship and from service without any notice. He stated that he therefore filed a complaint of harassment before the Panaji Police Station against the Casino Manager, Mr. Rajae Sarhan as well as office of the Commissioner, Labour and Employment, Panaji, Goa.

4. He stated that on and from 25-07-2016, he is not working with the Employer. He stated that he received a show-cause notice cum suspension dated 25-07-2016 on 28-07-2016 by post. He stated that he submitted his reply to the said show-cause notice on 28-07-2016. He stated that on 16-08-2016, Asstt. Labour Commissioner, Mr. Milind Govekar served a notice to him as well as the Employer directing them to remain present in its office on 30-08-2016 at 11.00 a.m. without fail, in the matter of harassment and illegally throwing him out of service. He stated that he also received a charge-sheet cum notice of enquiry dated 20-08-2016 on 22-08-2016 by post. He stated that the Employer conducted domestic enquiry for the acts of misconduct as per the Model Standing Orders applicable to the Employer. He stated that by the said notice dated 20-08-2016, he was called to appear in its office 26-08-2016 at 4.30 p.m. He stated that he replied to the charge-sheet cum notice of enquiry on 23-08-2016 and also attended the domestic enquiry before Ld. Enquiry

Officer, Mr. Prashant Agarwal. He stated that he told Ld. Enquiry Officer that if the management did not reply to his representation dated 23-08-2016 before next date of hearing scheduled on 14-09-2016, he will not attend the enquiry. He stated that Ld. Enquiry Officer agreed to him and directed the Management Representative to file reply before the next date of hearing on 14-09-2016. He stated that he himself as well as the Employer's Advocate, Shri P. Chawdikar, appeared before the Asstt. Labour Commissioner, Panaji-Goa on 30-08-2016 and that the conciliation officer directed the Management Representative to submit written comments on the next date of hearing on 20-09-2016.

5. He stated that he received a copy of show-cause notice dated 08-12-2016 from the Employer on 13-12-2016 by post alongwith copy of findings of the Enquiry Officer dated 07-12-2016. He stated that by the said show-cause notice, the Employer informed the Party I to file his reply as to why he should not be dismissed from the service. He stated that on 14-12-2016, he submitted his reply to the show-cause notice and accepted to attend the show-cause on 19-12-2016 in the Employer's premises at Fisheries Building, Panaji-Goa. He stated that he received a copy of his dismissal letter dated 22-12-2016 from the Employer by post on 23-12-2016 along with a cheque dated 22-12-2016 of Rs. 9225/- of HDFC Bank towards subsistence allowance. He submitted that the Employer had conducted domestic enquiry for its own benefits in the name of natural justice. Being aggrieved by the dismissal of his service, he raised an industrial dispute before the Asstt. Labour Commissioner, Panaji-Goa, which ended in failure.

6. He submitted that he was targeted since he had raised issue for the clarification on employee's rights. He submitted that correction of mistakes will not going to be considered as justice and the Employer have to return everything with interest. He submitted that false statement of his sickness was produced to twist the fact in domestic enquiry. He submitted that his documents and proof was not cross-examined by Ld. Enquiry Officer, Shri Prashant Agarwal and needs to do the same. He submitted that he was not furnished with copies of list of documents submitted by the management to the Enquiry Officer. He submitted that his dismissal from service is illegal as it is without notice and amounts to unfair labour practice as defined u/s 25-T of the I.D. Act, 1947. He submitted that the Employer committed an offence as defined u/s 2 (ra) of Unfair Labour Practice described in 5th schedule of the Industrial Disputes Act, 1947. The

Workman therefore prayed for an order directing the Employer to reply point wise on his letter dated 29-03-2016 along with proof and also order for court of enquiry. The Workman also prayed for ordering the Employer on his demand submitted on 10-03-2017 and as mentioned in the minutes of conciliation proceedings admitted on 20-04-2017.

7. The Employer resisted the claim of the Party I by filing its written statement on 15-01-2018 at Exb. 9. The Employer, as and by way of his preliminary objections, submitted that the present claim filed by the Party I cannot be construed as an 'industrial dispute' as defined u/s 2 (k) of the I.D. Act, that the present claim is filed with mala fide intension with ulterior motive and that the Party I was appointed as "Sr. Casino Dealer" in supervisory cadre and duties discharged by him are purely of supervisory nature and hence, he cannot be construed as 'workman' u/s 2 (s) of the I. D. Act, that the Party I performed essentially and predominantly supervisory, managerial and administrative functions, that the grades, scales and allowances applicable to the Party I were of managerial cadre and that the services of the Party I was terminated on account of his own negligence and fault and the Employer even conducted enquiry as and by way of abundant caution, though, it was not mandatory on the basis of his proved misconduct, his services were terminated.

8. Without prejudice, the Employer stated that it is a company duly incorporated under the Indian Companies Act, having its office at Fisheries Building, Panaji-Goa. The Employer submitted that the Party I has filed the present dispute just to pressurize and harass them without justifiable reasons. The Employer submitted that the services of the Party I were terminated on account of proved misconduct by them and as such the allegations of the Party I against them are unwarranted, false and baseless. The Employer submitted that the management had followed the proper procedure with due regards to the principles of natural justice, while dismissing the services of the Party I. The Employer submitted that Party I was involved in several acts of misconducts during his service tenure and they have afforded him several opportunities to improve his behaviour and other related issues at workplace. The Employer submitted that they believe in maintaining best of the relations with its employees and if any issues arises, they believe in settling the same amicably.

9. The Employer admitted that on 22-07-2015, the Party I was on duty. The Employer has however, denied that the Party I was not feeling well and that he went to submit medical prescription, medical

bill and prescription of blood test to the Casino Manager. The Employer stated that the medical case paper does not even stand in his name and it can clearly be read from the case paper that the same are in the name of Anil S. Chauhan. The Employer stated that if the Party I or any of the employee is sick, than in that event such employee is not supposed to attend his duty as the management never force any of its employee to attend their duty, when they are not enjoying good health/sick as basically they are involved in hospitality services. The Employer stated that if the Party I was not feeling well, he should have proceeded on sick leave and should not have attended his duty on the said day. The Employer stated that the Party I even had an argument with the Casino Manager on 22-07-2016, which was not at all related to his sickness and employees right with the Casino Manager in between 11.00 p.m. to 11.30 p.m. in Casino Manager's cabin. But the same was occurred only on account of arrogant behaviour of the Party I. The Employer stated that the entire incident was recorded in the CCTV cameras/ /surveillance system. The Employer stated that the Party I was asked to surrender his ID card. The Employer denied that he was thrown out by force as alleged. The Employer submitted that the management served show-cause notice cum suspension letter dated 25-07-2016 to the Party I and he was regularly paid subsistence allowance as per law.

10. The Employer stated that the Party I was issued a charge-sheet cum notice of enquiry dated 21-06-2011. The Employer stated that they have instituted an enquiry by appointing Mr. Prashant Agarwal, an Advocate as an Enquiry Officer to conduct an impartial enquiry. The Employer stated that accordingly, the enquiry has been conducted by the Ld. Enquiry Officer in accordance with the principles of natural justice. The Employer stated that the Party I even attended the domestic enquiry on the scheduled dates initially and thereafter, abandoned the enquiry for the reasons best known to him. The Employer stated that the Party I was given every conceivable opportunity to participate and present his case during the enquiry. The Employer stated that after conclusion of the enquiry, Ld. Enquiry Officer submitted his findings dated 03-10-2012 holding the Party I guilty of charges levelled against him as mentioned therein. The Employer stated that they perused the charges, the

proceedings of the enquiry and the findings of the Enquiry Officer and concluded that the enquiry has been conducted in accordance with the principles of natural justice and the findings of the Enquiry Officer are fair, proper and based on the evidence on record. The Employer stated that it can be seen that Ld. Enquiry Officer has given his reasoned findings. The Employer stated that the charges levelled in the charge-sheet have been proved in the enquiry against the Party I as there is sufficient evidence on record to hold him guilty of charges mentioned in the charge-sheet. The Employer stated that considering the gravity of proved misconducts, past records, they dismissed the Party I from their services, vide dismissal letter dated 22-12-2016. The Employer stated that they paid all the legal dues to the Party I as per law, which has been duly accepted by him. The Employer stated that the Party I was paid an amount of Rs. 9,225/- drawn on HDFC Bank towards the subsistence allowance, vide cheque No. 359036 dated 22-12-2016. The Employer submitted that the termination of services of the Party I is therefore legal and justified and hence, he is not entitled to any relief as claimed by him.

11. The Employer submitted that in the event this Hon'ble Court comes to the conclusion that the enquiry held against the Party I was not conducted fairly and/or properly for any reason whatsoever and that the findings of the said enquiry are perverse or vitiated for any reason whatsoever or for the said reasons the proceedings of the enquiry are liable to be set aside, the Employer be permitted to hold an enquiry a fresh and/or to lead evidence a fresh before this Hon'ble court to prove the charges against the Party I to its satisfaction. The Employer denied overall case as pleaded by the Party I and prayed for rejecting the same.

12. Thereafter, the Workman filed his re-joinder on 26-02-2018 at Exb. 12. The Party I, by way of his re-joinder, submitted that the written statement filed by the Employer is without any documentary proof is not justifiable, bad-in-law, fabricated, unwarranted, false and baseless. He stated that the Employer deposited an amount of Rs. 5700/- in his account on 24-11-2017 as per the HDFC Bank statement towards bonus after dismissal dated 22-12-2016 and that is with ulterior motive and with malafide intentions. He stated that the management does not believe in following any law and procedure prescribed under the Act and Rules of Industrial Establishment. He submitted that the Employer use the employees with the policy of "use and throw"

and committing offence by unfair labour practice. He denies the overall case as pleaded by the Employer.

13. Based on the pleadings filed by the respective parties, this court framed the following issues on 08-08-2018 at Exb. 19.

1. Whether a free, fair and proper enquiry was conducted against the Workman in respect of charge-sheet dated 20-08-2016?
2. Whether the charges of misconduct leveled against the Workman vide charge sheet dated 20-08-2016 have been proved to the satisfaction of this court by an acceptable evidence?
3. Whether the Workman/Party I proves that he is a 'workman' as defined u/s 2 (s) of the I.D. Act, 1947?
4. Whether the Workman/Party I proves that the action of the Employer/Party II in dismissing him from service with effect from 22-12-2016 is illegal and unjustified?
5. Whether the Employer/Party II proves that the present reference is not maintainable in view of the reasons mentioned in para (a) to (h) of the written statement?
6. Whether the Workman/Party I is entitled to any relief?
7. What Order? What Award?

14. My answers to the aforesaid issues are as under:

- |                     |                       |
|---------------------|-----------------------|
| (a) Issue No. 1     | : In the negative.    |
| (b) Issue No. 2     | : In the negative.    |
| (c) Issue No. 3     | : In the negative     |
| (d) Issue No. 4     | : Does not arise.     |
| (e) Issue No. 5     | : In the affirmative. |
| (f) Issue No. 6 & 7 | : As per final order. |

#### REASONS

I have heard the oral arguments of the Party I as well as Ld. Adv. Shri P. Chawdikar, appearing for the Employer. I have carefully perused the entire records of the present case including the synopsis of written arguments filed by the respective parties herein above. I have also carefully considered the submissions made across the bar and is of the opinion as under.

#### Issue No. 1 and 2:

15. Vide order dated 07-05-2021, passed in my findings on the preliminary issue No. 1 and 2, I have discussed and come to the conclusion that

the enquiry conducted against the Party I in respect of charge-sheet dated 20-08-2016 is unfair, improper and in violation of principles of natural justice. Accordingly, the said inquiry is vitiated. The issue No. 1 and 2 are therefore answered in the Negative.

#### Issue No. 3:

16. As the Employer denied that the Party I is a 'workman' within the meaning of Section 2 (s) of the I.D. Act, 1947, the burden was cast on the Party I to prove that he is a 'workman' within the meaning of Section 2 (s) of the I.D. Act, 1947. It is therefore necessary to refer to the definition of the 'workman' as defined u/s 2 (s) of the I.D. Act, 1947.

Section 2 (s) of the I.D. Act, 1947 defines the term 'workman' and it means "*any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be expressed or implied and for the purposes of any proceedings under this act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with or a consequence of that dispute or dismissal, discharge or retrenchment has led to that dispute, but does not include any such person*

- (1) *who is subject to the AIR Force Act, 1950 (45 of 1950) or the Army Act, 1950 (46 of 1950) or the Navy Act, 1957 (62 of 1957) or*
- (2) *who is employed in the police service or as an Officer or other employee of a prison or*
- (3) *who is employed mainly in a managerial or administrative capacity*
- (4) *who, being employed in a supervisory capacity draws wages exceeding Rs. 1,600/- per mensem or exercises either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."*

17. Thus, from the bare reading of definition of "Workman" under the I. D. Act, 1947, it is clear that in order to prove the concerned employee is a 'Workman' or not within the meaning of the said Act, he/she must prove that he/she was employed in an 'Industry' as defined under the said Act and secondly he/she was employed to perform any of the work such as to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward.

18. In the case of **H. R. Adyanthaya V/s Sandoz (I) Ltd. reported in 1994 (69) FLR 593**, the Hon'ble Supreme Court of India held that "*a person claiming*



to be a Workman under the I. D. Act, 1947 must show that he was employed to do the work of any of the category which of manual, unskilled, skilled, technical, operational, clerical or supervisory and that is not enough that he was not covered by either of the four exceptions to the definition of the Workman."

19. In the case of **Management of M/s Sonepat Co-operative Sugar Mills Ltd. v/s Ajit Singh reported in 2005 LAB IC 1315**, the Hon'ble Supreme Court of India observed that *"the question as to whether the Employee has been performing a clerical work or not is required to be determined upon arriving at the findings as regards the dominant nature of duty with a view to give effect to the expression to do 'any manual, unskilled, skilled, technical, operational, clerical or supervisory work', the job of the concerned employee must fall within one or other category thereof. It would therefore not be correct to contend that merely because the employee had not been performing any managerial or supervisory duties, ipso facto, he would be a Workman"*.

The principle laid down by the Hon'ble Apex Court in its aforesaid both judgments is well recognized.

20. Thus, it is crystal clear that the employee must prove that he was performing the duties of manual, unskilled, skilled, technical, operational, clerical or supervisory work and it is not sufficient to prove that the concerned employee was not falling in any of the exceptional category i.e. administrative, managerial and/or supervisory in nature and drawing a salary of more than Rs. 7,500/- p.m. It is well settled law that whether a person is a 'workman' or not as defined u/s 2 (s) of the I. D. Act, 1947 has to be decided on the basis of the predominant nature of duties performed by concerned person at the relevant time, it cannot lay down any straight jacket formula.

21. In the case of **Shankar Chakrawarti V/s Britannia Biscuits Co. Ltd. reported in 1979 SC 1652**, the Hon'ble Supreme Court of India, has held that *"it is well settled principles of law that the allegation which was not pleaded and even if the evidence is adduced in that regards cannot be examined because the other side has no notice of it and if such evidence is entertained it would tantamount to granting unfair advantage to the Party who had not pleaded his case properly"*.

22. The principle laid down by the Hon'ble Apex Court in its aforesaid judgment is well settled and applicable to the case in hand. In the case in hand, it appears that the Party I was designated as

'Sr. Casino Dealer' at the time of dismissal from the service of the Employer. The Party I was required to plead his predominant nature of duties in his pleadings i.e. his claim statement or re-joinder and also prove the same, which he was performing as a Sr. Casino Dealer, while working with the Employer. Failure to plead his pre-dominant nature of duties, the Party I failed to prove that he is a 'workman' as defined u/s 2 (s) of the I. D. Act, 1947. This finds merits in the written submissions of Ld. Adv. Shri P. Chawdikar, representing the Employer.

23. It is pertinent to note that the Party I, during the course of cross-examination of Shri Rajae Sarhan, the fifth witness of the Employer, put a suggestion that *"the Party I was forced to perform the duties of supervisory, managerial and administrative functions without any payment, without any promotion and without any written appointment letter in the establishment of the Employer, I say that it is not true"*. The said suggestion put to the fifth witness of the Employer itself implies that the Party I was performing the duties of supervisory, managerial and administrative in nature by force. The Party I however, failed to prove the alleged force applied by the Employer on him to perform the duties of supervisory, managerial and administrative in nature.

Hence, it is held that the Party I failed to prove that he is a 'workman' as defined u/s 2 (s) of the I.D. Act, 1947. The issue No. 1 is therefore, answered in the negative.

#### Issue No. 4:

24. While deciding the issue No. 3 hereinabove, I have discussed and come to the conclusion that the Party I failed to prove that he is a 'workman' as defined u/s 2 (s) of the I. D. Act, 1947. Hence, the question of deciding the action of the Employer in dismissing the Party I from its service w.e.f. 22-12-2016 is illegal and unjustified, does not arise. The issue No. 4 is therefore answered accordingly.

#### Issue No. 5:

25. The Employer, as and by way of his preliminary objections, submitted that the present claim filed by the Party I cannot be construed as an 'industrial dispute' as defined u/s 2 (k) of the I. D. Act, that the present claim is filed with malafide intension with ulterior motive and that the Party I was appointed as "Sr. Casino Dealer" in supervisory cadre and duties discharged by him are purely of supervisory nature and hence, he cannot be construed as 'workman' u/s 2 (s) of the I.D. Act, that the Party I performed essentially and predominantly supervisory, managerial and administrative functions, that the grades, scales and allowances applicable to the Party I were of managerial cadre

and that the services of the Party I was terminated on account of his own negligence and fault and the Employer even conducted enquiry as and by way of abundant caution, though, it was not mandatory on the basis of his proved misconduct, his services were terminated. The burden to prove the said allegations were casted on the Employer.

26. While deciding the issue No. 3 hereinabove, I have discussed and come to the conclusion that the Party I failed to prove that he is a 'workman' as defined u/s 2 (s) of the I.D. Act, 1947. Hence, the dispute raised by the Party I cannot be construed as an 'industrial dispute' as defined u/s 2 (k) of the I.D. Act, 1947 and hence, this court has no jurisdiction to adjudicate the present reference issued by the Appropriate Government. Hence, it is held that the Employer proved that the present reference is not maintainable in view of the reasons mentioned in para (a) to (h) of the written statement. The issue No. 5 is therefore answered in the affirmative.

*Issue No. 6:*

27. While deciding the issue No. 3 hereinabove, I have discussed and come to the conclusion that the Party I failed to prove that he is a 'workman' as defined u/s 2 (s) of the I.D. Act, 1947. Similarly, while deciding the issue No. 5 hereinabove, I have discussed and come to the conclusion that the Employer proved that the present reference is not maintainable in view of the reasons mentioned in para (a) to (h) of the written statement. Hence, this court has no jurisdiction to adjudicate the present reference issued by the Appropriate Government. The Party I is therefore not entitled to any relief as sought by him in his claim statement. The issue No. 6 is therefore answered in the negative.

In view of the above, I proceed to pass the following order:

**ORDER**

1. It is held that Shri Sunil Chauhan, Sr. Dealer is not a "workman" as defined under Section 2 (s) of the Industrial Disputes Act, 1947.
2. It is further held that the action of the management of M/s. High Street Cruises and Entertainment Private Limited, Panaji, Goa, in dismissing from service Shri Sunil Chauhan, Senior Dealer, with effect from 22-12-2016, is legal and justified, does not arise.

3. The Party I, Shri Sunil Chauhan is not entitled to any relief.

4. No order as to costs.

Inform the Government accordingly.

Sd/-  
(Suresh N. Narulkar)  
Presiding Officer,  
Labour Court-II.

◆◆◆  
**Department of Personnel**

—  
**Order**

No. 5/2/2017-PER/2646

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order Shri Antonio Savio Lourenco, Under Secretary to Minister for Science & Technology, to hold the charge of the post of Deputy Director (Development), Higher Education in addition to his own duties in public interest with immediate effect.

By order and in the name of the Governor of Goa.

*Maya Pednekar*, Under Secretary (Personnel-I).  
Porvorim, 21st October, 2021.

—  
**Order**

No. 5/14/2018-PER/2650

Read: 1) Order No. 6/16/2013-PER/Part dated 25-11/2014.

2) Order No. 6/20/2016-PER/782 dated 07-03-2019.

In terms of Rule 28 of the Goa Civil Service Rules, 2016 and on the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/12/42 (1)/2020/335 dated 29-09-2021, the Governor of Goa is pleased to declare Smt. Maya Pednekar to have satisfactorily completed the probation period in Junior Scale of Goa Civil Service and confirmed in the grade with effect from the date of her completion of probation period i.e. 02-12-2019.

By order and in the name of the Governor of Goa.

*Meghana Shetgaonkar*, Joint Secretary (Personnel).

Porvorim, 20th October, 2021.

**Order**

No. 6/6/2021-PER/2691

On the recommendation of the Departmental Promotion Committee as conveyed by Goa Public Service Commission vide letter No. COM/II/11/42(1)/2011/391 dated 20-10-2021, the Governor of Goa is pleased to promote the following Senior Scale Officers of Goa Civil Service to Junior Administrative Grade (Group 'A' Gazetted), under Rule 32 of the Goa Civil Service Rules, 2016, in Level 12 of Central Civil Services (RP) Rules, 2016 with immediate effect:-

1. Shri Bhushan K. Savoikar.
2. Smt. Varsha S. Naik.
3. Smt. Anju S. Kerkar.
4. Shri Gouresh Kurtikar.
5. Shri Brijesh D. Manerkar.
6. Shri Santosh S. Kundaikar.
7. Smt. Aisha Amir Vaingankar.

The officers shall exercise their option for fixation of pay in promotional grade in terms of F.R. 22(I)(a)(1), within a period of one month from the date of issue of the order. The option once exercised shall be final.

On promotion, the officers shall continue to hold the post presently held by them, until further orders.

The promotion shall be subject to the decision of Hon'ble High Court in WP No. 240/2021.

By order and in the name of the Governor of Goa.

*Meghana Shetgaonkar*, Joint Secretary (Personnel).

Porvorim, 27th October, 2021.

**Order**

No. 7/21/2017-PER/2693

The Governor of Goa is pleased to order transfer and posting of Ms. Jyoti Kumari, IAS (AGMUT:2018), as Deputy Collector (South-I) with additional charge of Deputy Collector (South-II), with immediate effect.

By order and in the name of the Governor of Goa.

*Ankita Anand*, IAS, Special Secretary (Personnel).

Porvorim, 27th October, 2021.

**Order**

No. 5/1/2018-PER/2690

On the recommendation of the Goa Services Board and with the approval of the Government, the transfer and posting of the following Junior Scale Officers of Goa Civil Service is ordered in public interest:-

Sl. No.	Name and present posting of the officer	Posted as
1	2	3
1.	Shri Shubham M. Naik, awaiting posting	Deputy Collector, South-1 with additional charge of Deputy Collector, South-2.
2.	Shri Ganesh K. Barve, awaiting posting	Chief Officer, Canacona Municipal Council with additional charge of Forest Settlement Officer, South.
3.	Shri Yogiraj P. Gosavi, awaiting posting	Chief Officer, Ponda Municipal Council.
4.	Smt. Ashwini A. Gauns Desai, awaiting posting	Deputy Director, Industries.
5.	Shri Girish G. Sawant, awaiting posting	Under Secretary, Home-II.
6.	Shri Sitaram G. Sawal, awaiting posting	Chief Officer, Mapusa Municipal Council.
7.	Shri Manohar L. Karekar, awaiting posting	Chief Officer, Curchorem Municipal Council with additional charge of Member Secretary, Ravindra Bhavan, Curchorem.

1	2	3
8.	Shri Sagar Gaude, Chief Officer, Ponda Municipal Council	Administrator of Comunidade, North Zone.
9.	Shri Ulhas Kadam, Administrator of Comunidade, North Zone	SLAO, Tillari Irrigation.
10.	Smt. Nancy Fernandes, Deputy Director (Admn.), Transport	Under Secretary, GA-II.
11.	Smt. Seema Salkar @ Veera Nayak, Deputy Collector (Election), North, holding additional charge of Deputy Director (Admn.), Tribal Welfare	Deputy Director, Tribal Welfare.
12.	Smt. Swati Dalvi, Deputy Director of Panchayat, South holding additional charge of Member Secretary, Rajiv Gandhi Kala Mandir, Ponda	Deputy Director, Tribal Welfare with additional charge of Member Secretary, Rajiv Gandhi Kala Mandir, Ponda.
13.	Shri Raju R. Dessai, Deputy Collector & SDM, Sanguem	Deputy Director of Panchayat, South.
14.	Shri Deepesh N. Priolkar, Deputy Director, Municipal Administration holding additional charge of Under Secretary in the Office of the Minister (Agriculture, TCP)	Under Secretary in the office of the Minister (Agriculture, TCP) with additional charge of Deputy Director (Admn.), TCP.
15.	Shri Prasad G. Volvoikar, Deputy Director of Tourism holding additional charge of Deputy Director, Industries & SLAO, Tourism	Deputy Collector & SDM-I, Salcete.
16.	Shri Shripad Arlekar, Under Secretary, GA-II holding additional charge of Under Secretary, GA-I and Under Secretary to Chief Secretary	Under Secretary, GA-I with additional charge of Under Secretary to Chief Secretary.

Shri Milagres Soares, Under Secretary, Lokayukta shall hold the charge of Deputy Director (Admn.), Transport in addition to his own duties.

Shri Vivek Naik, Assistant Commissioner of Commercial Taxes shall hold the charge of Deputy Director, Municipal Administration in addition to his own duties.

Shri P. A. Parab, Deputy Director-III, Mines shall hold the charge of Deputy Director, Tourism in addition to his own duties.

Shri Pandurang T. Talgaonkar, General Manager, GIDC shall hold the charge of SLAO, Tourism in addition to his own duties.

The officers posted against deputation posts shall be governed by standard terms of deputation as amended from time to time.

All the above officers shall take over the charges immediately and submit compliance report.

By order and in the name of the Governor of Goa.

*Meghana Shetgaonkar*, Joint Secretary (Personnel).

Porvorim, 27th October, 2021.

## Department of Power

Office of the Chief Electrical Engineer

## Order

No. CEE/CSC/Tech-2/2021-22/1643

Sub.: Constitution of Distribution Reforms Committee (DRC).

The Ministry of Power, Government of India has formulated the Revamped Distribution Sector Scheme for supporting the DISCOMs to improve the operational efficiencies and financial sustainability by providing financial assistance for strengthening of supply infrastructure based on meeting pre-qualifying criteria and achieving basic minimum benchmarks in reforms.

Government of Goa seeks to avail financial assistance under the scheme, however as mandated under the guidelines of the Scheme, the Distribution Reforms Committee has to be constituted at the State level. The Distribution Reforms Committee is therefore constituted consisting of the following:

- |                                       |   |           |
|---------------------------------------|---|-----------|
| 1. Chief Secretary                    | — | Chairman. |
| 2. Secretary (Power)                  | — | Convenor. |
| 3. Secretary (Finance)                | — | Member.   |
| 4. Secretary (Revenue)                | — | Member.   |
| 5. Secretary (Forest and Environment) | — | Member.   |

The DRC shall review the progress of the scheme at the State level. Without prejudice to the generality of the above, it shall:

- (i) Recommend the Action Plan for approval of State Cabinet;
- (ii) Recommend the DPRs for approval of Monitoring Committee;
- (iii) Approve change in the mode of execution with the consent of the Nodal Agency;
- (iv) Monitor the implementation of the Action Plan;
- (v) Monitor physical and financial progress including quality of the projects.

This issues with the approval of the Government vide Office of the Chief Minister Inward No. 6042/F dated 22-09-2021.

By order and in the name of the Governor of Goa.

*Raghuvir Keni*, Chief Electrical Engineer & ex officio Additional Secretary.

Panaji, 25th October, 2021.

## Department of Public Health

## Order

No. 22/1/2001-I/PHD/2292

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM//II/11/24(4)/91/341 dated 29-09-2021, Government is pleased to promote Dr. Vandana R. Dhume @ Gaunekar, Chief Medical Officer to the post of Medical Superintendent-cum-Dy. Director, North Goa District Hospital, Mapusa under Directorate of Health Services on regular basis in the Level 11 of Pay Matrix [PB-3: Rs. 15600-39100/- + GP: Rs. 6600/- (pre-revised)] and other allowances to be fixed as per rules with immediate effect:-

The promotion is made against the vacancy occurred due to retirement on attaining the age of superannuation of Dr. Mohandas Pednekar, Medical Superintendent-cum-Deputy Director, Asilo Hospital, Mapusa w.e.f. 30-06-2021.

By order and in the name of the Governor of Goa.

*Gautami Parmekar*, Under Secretary (Health-II).

Porvorim, 20th October, 2021.

## Order

No. 21/34/96-I/PHD/2297

Government is pleased to accept the notice of voluntary retirement dated 26-07-2021 tendered by Dr. Oswald Fernandes, Health Officer, Urban Health Centre, Panaji under Directorate of Health Services under Rule 48-A of CCS (Pension) Rules, 1972 and to relieve him from the post of Health Officer under Directorate of Health Services with effect from 26-10-2021 (a.n.).

The dues outstanding against House Building Advance of Rs. 8,70,826/- in respect of Dr. Oswald Fernandes, Health Officer shall be recovered from the Pensionary dues/Death-cum-Retirement Gratuity payable to him.

By order and in the name of the Governor of Goa.

*Gautami Parmekar*, Under Secretary (Health).

Porvorim, 20th October, 2021.



**Order**

No. 5/13/2019-IV/PHD/Part/1954

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/14(1)/2014/334 dated 29-09-2021, Government is pleased to promote Dr. Gauri Sardessai, Assistant Professor to the post of Professor in Department of Periodontics under Goa Dental College & Hospital, on regular basis in Level 13 of Pay Matrix of the 7th Pay Commission (pre-revised PB-3 Rs. 37,400-67,000+ Grade Pay Rs. 8,700/-) and other allowance to be fixed as per rules with immediate effect.

The promotion is made against the vacancy occurred due to acceptance of voluntary retirement tendered by Dr. Jyoti R. Rao, Professor vide Order No. 8/26/91-IV/PHD/528 dated 15-03-2021.

By order and in the name of the Governor of Goa.

*Gautami S. Parmekar*, Under Secretary (Health-I)/Link.

Porvorim, 21st October, 2021.

**Order**

No. 5/13/2019-IV/PHD/Part/1955

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/14(7)/2014/333 dated 29-09-2021, Government is pleased to promote Dr. Shalmali Viraj Dhond, Lecturer to the post of Assistant Professor in Department of Periodontics under Goa Dental College & Hospital, on regular basis in Level 11 of Pay Matrix of the 7th Pay Commission (pre-revised PB-3 Rs. 15,600-39,100 + Grade Pay Rs. 6,600/-) and other allowance to be fixed as per rules with immediate effect.

The promotion is made against the vacancy occurred due to promotion of Dr. Gauri Sardessai, Assistant Professor to the post of Professor in the Department of Periodontics in Goa Dental College

& Hospital, Bambolim vide Order No. 5/13/2019-IV/PHD/Part/1954 dated 21-10-2021.

By order and in the name of the Governor of Goa.

*Gautami S. Parmekar*, Under Secretary (Health-I)/Link.

Porvorim, 21st October, 2021.

**Order**

No. 22/6/98-I/PHD/PF-I/2295

On the recommendation of Goa Public Service Commission as conveyed vide their letter No. COM/II/11/24(1)/2017/342 dated 29-09-2021, Government is pleased to promote the following Medical Officers to the posts of Health Officer under Directorate of Health Services (Group 'A' Gazetted) on regular basis in Level 10 of Pay Matrix in 7th Pay Commission [PB-3 Rs. 15600-39100 + GP: Rs. 5400/- (pre-revised)] in the pay scale: Rs. 15,600-39100+ Grade Pay Rs. 5,400/- with immediate effect:-

- (1) Dr. Succoro Quadros.
- (2) Dr. Damodar P. Sinai Narvencar.
- (3) Dr. Dinesh Krishna Parab.
- (4) Dr. Sneha Santosh Amonkar.

The promotions are made against the vacancies occurred due to (i) promotion of Dr. Gokuldas Vasant Sawant to the post of Chief Medical Officer vide Order dated 22-10-2020, (ii) due to voluntary retirement of Dr. Neeta Kakodkar, Health Officer w.e.f. 30-06-2021, (iii) due to retirement on superannuation of Dr. Anju Kharangate, Health Officer w.e.f. 31-07-2021, (iv) due to retirement on superannuation of Dr. Vandana Dhillon Naique Dessai, Health Officer w.e.f. 31-07-2021.

The posting Order shall be issued separately.

By order and in the name of the Governor of Goa.

*Gautami S. Parmekar*, Under Secretary (Health-II).

Porvorim, 20th October, 2021.

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